the remainder of the agreed term of service, the court held that the former judgment was a bar to the later action, holding that the only action arising from the breach was an action for damages, and all damages resulting from the breach must be recovered in one action. For a discussion of the question of "constructive service" as applied to such cases, see 10 MICH. L. REV. 68, and the following cases: *Marx* v. *Miller* 134 Ala. 347, 32 South 765; *Allen* v. *Colliery Engineers Co.* 196 Pa. 512; *Hinchman* v. *Matheson Motor Car Co.* 151 Mich 214, 115 N. W. 48; *Beck* v. *Tompson Spice Co.* 108 Ga. 242, 33 S. E. 894; *Keedy* v. *Long,* 71 Md. 385, 18 Atl. 704; *Keane* v. *Liebler,* 107 N. Y. Supp. 102; *James* v. *Allen Co.* 44 Ohio St., 226, 6 N. E. 246.

DEDICATION—REQUISITES, SUFFICIENCY AND ACCEPTANCE.—Where lots were sold with reference to a plat showing streets, *held* that this was a dedication of the streets to the public, and was effective without acceptance on the part of the municipality, but not to charge the municipality for repairs thereto. *Harrington* v. *City of Manchester* (N. H. 1912) 82 Atl. 716.

The Revised Statutes of New Hampshire, Chap. 53 Sect. 7 provided that "no highway not laid out agreeably to Statute law, shall be deemed a public highway, unless used by the public for twenty years." In interpreting this provision of the statute, the court in the above case said, that the statute altered the dedication of ways to public travel, only so far as it was necessary to establish an acceptance by the municipality, so as to render it liable to travellers for accidents for failure to make repairs. This case followed the distinction observed in New Jersey, namely, that acceptance by the public authorities or public user, is not essential to conclude the owner from his power of retraction, when his intention to abandon his property and dedicate it to public uses is once unequivocally manifested: *Trustees* v. *Hoboken,* 33 N. J. Law 13, 97 Am. Dec. 696. It is not necessary that the dedication be made to a corporate body capable of taking by grant. If accepted and used by the public, it works an estoppel *in pais,* precluding the owner from claiming an ownership inconsistent with such use. *Cincinnati* v. *White,* 6 Pet. 431. In England it is not necessary to charge a municipality with the duty of repairs, that it should have accepted the dedication: *Rex* v. *Leake,* 5 B. & A. 469. In America it is generally held that there must be an acceptance, express or implied, by the public authorities to charge a municipality. *State* v. *Bradbury,* 40 Me. 154; *State* v. *Wilson,* 42 Me. 9; *Ogle* v. *Cumberland,* 90 Md. 59. Dedication, being a question of intention, is a question of fact for the jury, *Trustees* v. *Hoboken, supra.* The creation of a highway by dedication does not as in prescription, depend upon duration of user, but on the fact of user with the consent of the owner. It is his intention, not the length of user, which determines the existence of a highway where circumstances are relied upon to establish it: *Bissell* v. *N. Y. etc. R. R. Co.,* 26 Barb. 630; *Mason* v. *Sioux Falls,* 2 S. D. 640, 39 Am. St. Rep. 802; *Mayberry* v. *Standish,* 56 Me. 342; *Carr* v. *Kolb,* 99 Ind. 53; *Cemetery Association* v. *Meninger,* 14 Kan. 312; *Ayres* v. *State,* 59 Ark. 26. Under the Michigan statute it has been held, that user for ten years will not of itself make a road a public highway, if proceedings have not been taken to lay it out as one: *Potter* v. *Safford,* 50 Mich. 46.

Under the New York statute it has been held that the uninterrupted user of land by the public as a public highway for twenty years, makes it a public highway, although the owner be under disability, such as being a lunatic or an infant, and has no knowledge thereof during the entire time. *Davenpeck* v. *Lambert*, 44 Barb. 596.

DEEDS—RULE IN SHELLEY'S CASE.—The owner of land conveyed the same by deed "to Henry C. Gardner and his wife, Martha Jane Gardner, during their natural lives, afterwards to Martha Jane's heirs forever." The grantees conveyed the land in fee to plaintiff, who contracted to sell and convey the same to defendants, and tendered them a deed. Defendants refused to accept the deed on the ground that under the deed to them, H. C. and M. C. Gardner acquired only a life estate with remainder to the heirs of Martha Jane, who take by purchase, and not by descent, and consequently plaintiff cannot convey the fee simple. *Held,* Martha Jane "took a fee subject to her husband's life estate and it was immaterial that the second limitation was not to the heirs of both husband and wife." *Cotton* v. *Moseley* (N. C. 1912) 74 S. E. 454.

The principal case has all the requisites for the operation of the rule in Shelley's case. *Ward* v. *Butler,* 239 Ill. 462, 88 N. E. 189, *Bails* v. *Davis,* 241 Ill. 536, 89 N. E. 706. It makes no difference that the life estate is in but one-half the land, and the remainder is to the whole—it is not a requisite that the estate given the ancestor and that given the heirs shall be of the same quantity, nor that the remainder may be destroyed by determining the particular estate before the happening of the contingency which would determine the persons who would succeed to the remainder. Where there is a limitation to several for their lives, with a remainder in fee to the heirs of one of them, the estate in remainder vests at once in the ancestor to whose heirs it purports to be given. *Fuller* v. *Shamier.* L. R. 2 Eq. 682; *Bullard* v. *Goffee,* 20 Pick. 252. The rule in Shelley's case always applies where there is a devise or grant to two or more persons as tenants in common or as joint tenants, and there is a limitation over to the heirs of one of them. *Kepler* v. *Reeves,* 7 Ohio Dec. reprint 34; *Bullard* v. *Goffe, supra.* Thus a grant to a man and his wife during their natural lives, then to the heirs at law of the wife, has uniformly been held to give the wife a fee subject to the life estate of her husband. *Hess* v. *Lakin,* 7 Ohio S. & C. P. Dec. 300; *Griffiths* v. *Evans,* 5 Beav. 241. But where the grant was to the wife for life, remainder to the husband for life in case he survived his wife, remainder to the heirs of the husband in fee, it was held the husband took a contingent remainder and until the happening of the contingency the rule in Shelley's case could not operate to vest in him an indefeasible title. *Stranes* v. *Hill,* 112 N. C. 1, 16 S. E. 1011, 22 L. R. A. 598.

EQUITY—TEMPORARY INJUNCTION— FUNCTION AND EFFECT.—In a prior action defendant had obtained a temporary injunction against the enforcement of an oil-inspection law on the ground that the law was unconstitutional. The law was finally held valid and the injunction dissolved. Defendant is now prosecuted for violating the oil-inspection law during the pendency of the injunction suit, and defends that the injunction protected it from the operation